



GREYSTONE

Inst # 1994-07151  
03/04/1994-07151  
11:37 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 NEL 97.50

# STATUTORY WARRANTY DEED

JOINT TENANCY  
WITH RIGHT OF  
SURVIVORSHIP

THIS INSTRUMENT PREPARED BY AND UPON  
RECORDING SHOULD BE RETURNED TO:

SHEILA D. ELLIS  
DANIEL CORPORATION  
P. O. BOX 385001  
BIRMINGHAM, ALABAMA 35238-5001

SEND TAX NOTICE TO:

8949 Parkway East  
Birmingham, AL 35206

THIS STATUTORY WARRANTY DEED is executed and delivered on this 25th day of February,  
1994 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in  
favor of Terry Spitzer and wife, Cheryl A. Spitzer ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \_\_\_\_\_  
Eighty-Nine Thousand and No/100

Dollars (\$ 89,000.00 ), in hand paid by Grantees to Grantor and other good and valuable consideration, the receipt  
and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL  
and CONVEY unto Grantees for and during their joint lives and upon the death of either of them, then to the survivor of  
them in fee simple, together with every contingent remainder and right of reversion, the following described real property  
(the "Property") situated in Shelby County, Alabama:

Lot 72, according to the Survey of Greystone, 5th Sector, Phase I, as recorded in Map  
Book 17, Page 72 A, B & C in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive,  
all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions  
dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama (which, together  
with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

The Property is conveyed subject to the following:

1. Any Dwelling built on the Property shall contain not less than 3,000 square feet of Living Space, as defined  
in the Declaration, for a single-story house; or 3,600 square feet of Living Space, as defined in the Declaration,  
for multi-story homes.
2. Subject to the provisions of Sections 6.04(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the  
following minimum setbacks:
  - (i) Front Setback: 50 feet;
  - (ii) Rear Setback: 50 feet;
  - (iii) Side Setbacks: 15 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

3. Ad valorem taxes due and payable October 1, 1994, and all subsequent years thereafter.
4. Fire district dues and library district assessments for the current year and all subsequent years thereafter.
5. Mining and mineral rights not owned by Grantor.
6. All applicable zoning ordinances.
7. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Declaration.
8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantees, by acceptance of this deed, acknowledge, covenant and agree for themselves and their heirs, executors,  
administrators, personal representatives and assigns, that:

- (i) Grantor shall not be liable for and Grantees, jointly and severally, hereby waive and release Grantor, its officers, agents,  
employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability  
of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantees  
or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or  
future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes,  
underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property  
surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor;
- (ii) Grantor, its successors and assigns, shall have the right to develop and construct attached and detached townhouses,  
condominiums, cooperatives, duplexes, zero-lot-line homes and cluster or patio homes on any of the areas indicated as  
"MD" or medium density residential land use classifications on the Development Plan for the Development; and
- (iii) The purchase and ownership of the Property shall not entitle Grantees or the family members, guests, invitees, heirs,  
successors or assigns of Grantees, to any rights to use or otherwise enter onto the golf course, clubhouse and other related  
facilities or amenities to be constructed on the Golf Club Property, as defined in the Declaration.

TO HAVE AND TO HOLD unto the said Grantees, for and during their joint lives and upon the death of either of them,  
then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent  
remainder and right of reversion.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this  
Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED  
PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT  
CORPORATION - OAK MOUNTAIN,  
an Alabama corporation, its General Partner

By: DK Lloyd  
Its: Seal

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Donald K. Lloyd  
whose name as Sr. Vice President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN,  
an Alabama corporation, as General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited  
partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being  
informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the  
day the same bears date for and as the act of such corporation in its capacity as general partner.

Given under my hand and official seal, this the 25th day of February, 1994.

Sheila D. Ellis  
Notary Public  
My Commission Expires: 2/26/99